

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Daniel J. Edelman, Inc., 200 E. Randolph Drive, 63rd Floor, Chicago, IL, 60601		2. Registration No. 3634						
3. Name of Foreign Principal 100 Lives Limited	4. Principal Address of Foreign Principal 100 Lives Limited, Trident Chambers PO Box 146, Road Town, Tortola British Virgin Islands							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input checked="" type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Currently a corporation but will be converted to a foundation – to promote and celebrate those who helped Armenians during the genocide in the early 20th century.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The foreign principal is 100 Lives, Limited

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

100 Lives Ltd is founded and controlled by Ruben Vardanyan, an Armenian national.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
January 08, 2015	Randall Corley / Global Compliance Office	/s/ Randall Corley
		eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Daniel J. Edelman, Inc.

2. Registration No.

3634

3. Name of Foreign Principal

100 Lives Limited

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Perform public relations and stakeholder engagement activities in the United States to promote, position, launch and manage the 100 LIVES Project.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide strategic counsel, media relations, digital elements, partner engagement and event management.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
January 08, 2015	Randall Corley / Global Compliance Officer	/s/ Randall Corley eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

100 Lives Limited
Trident Chambers
PO Box 146
Road Town
Tortola
British Virgin Islands

1 September 2014

Letter of Appointment

Dear Sirs,

I am delighted that you have decided to appoint Daniel J. Edelman, Inc. d/b/a Edelman to provide public relations services to your company.

This letter and the attached SOW No. 1 and the Standard Terms of Business set out the terms and conditions of our agreement with you. Additional SOWs may be agreed by the Parties.

Our agreement with you will be effective from 1 September 2014 (the 'Commencement Date').

This letter including its schedules, will form a binding agreement between us. In the event of any conflict between this letter and our Standard Terms of Business, then the Standard Terms of Business will take precedence. In the event of any conflict between this letter, the Standard Terms of Business and any SOW, then the Standard Terms of Business will take precedence.

In order to commence work, I would be grateful if you could sign both copies of this letter, including the Standard Terms of Business, and return one to me.

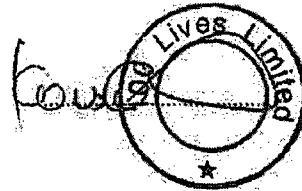
Yours sincerely,

Robert Reh

Robert Reh

Client Name

Signature



Encs:

SOW No. 1
Standard Terms of Business

(1) **Daniel J. Edelman, Inc.**

- and -

(2) **100 Lives Limited**

Based on the model contract prepared by:



Public Relations Consultants Association

Public Relations Consultants
Association,
Willow House,
Willow Place,
London SW1P 1JH.
T: 020 7233 6026
F: 020 7828 4787
www.prca.org.uk



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Public Relations Consultancy

STANDARD TERMS OF BUSINESS

THIS AGREEMENT is made on the 17 day of September 2014

BETWEEN:

- (1) Daniel J. Edelman, Inc. d/b/a Edelman (the "Consultancy");
- (2) 100 Lives Limited, an organisation whose office is at Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands (the "Client").

BACKGROUND

The Client has agreed to appoint the Consultancy to provide public relations services, and the Consultancy has agreed to such appointment, in accordance with the terms and conditions of this Agreement.

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words have the following meanings:

"Affiliate" means any person that is controlled by, controls, or is under common control with a party, for so long as such control continues. For purposes of this definition, "control" means the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract, or otherwise).

"Agreement" means these Terms and Conditions of Business, together with the Letter of Appointment and the agreed SOW(s), if any;

"Approval" means, (a) in the case of operational matters (meaning any matter that is not a financial matter): (i) any e-mail, fax, letter or purchase order from the CEO of the Client, (ii) oral approval given by the CEO of the Client provided such oral approval is confirmed in writing within two Working Day(s) by way of an e-mail, fax, letter from the Consultancy to the Client; or (iii) the signature of the CEO of the Client on the Consultancy's documentation; and (b) in the case of financial matters (i) any e-mail, fax, letter or purchase order from the CFO of the Client, (ii) oral approval given by the CFO of the Client provided such oral approval is confirmed in writing within two Working Day(s) by way of an e-mail, fax, letter from the Consultancy to the Client; or (iii) the signature of the CFO of the Client on the Consultancy's documentation. The Client may delegate any of these rights of Approval or authorise additional means of obtaining Approval, in each case in writing. "Approved" shall have a corresponding meaning;

"Campaign" means the individual project(s) to be undertaken by the Consultancy in the delivery of the Services as described in the relevant SOW;

"Commencement Date" means the date specified in the Letter of Appointment;

"Consultancy Material" means any press releases and all other press and publicity materials created by the directors or employees of the Consultancy and for the Client pursuant to this Agreement, provided that such material is Approved by the Client but excludes Third Party Material;

"Expenses" has the meaning given to it in Clause 6.4 of this Agreement;

"Fees" means the fees set out in the Schedule to the Letter of Appointment and payable to the Consultancy for the Campaign and the Services in accordance with Clause 5;

"House/Office Costs" has the meaning given to it in Clause 6.2 of this Agreement;

"Independent Auditor" means a practising member of the Chartered Institute of Management Accountants, or the Association of Indirectly linked with the outcome of any audit of the Client and who has never been an employee of the Client;

"Letter of Appointment" means the letter of appointment, including the Schedule of Fees and Services, attached as a cover sheet to this Agreement;

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"Moral Rights" means all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world;

"Operating Expenses" means the House/Office Costs and the Expenses;

"Records" means such accounts and records maintained by the Consultancy of all expenditure which is reimbursable by the Client under this Agreement and as are reasonably necessary for the purpose of enabling the Client to conduct an audit of that expenditure;

"Intellectual Property Rights" means any and all intellectual property rights and includes without limitation copyrights, patents, trade marks, performance rights, service marks, database rights and rights to extract data, registered and unregistered designs, trade secrets, rights of confidence, domain names, applications for any of the foregoing and all other similar rights recognised in any part of the world, for their full term including any extensions and renewals and including any applications for registration therefor;

"SOW" means the Consultancy's detailed written description of a Campaign, as agreed with the Client from time-to-time. The first SOW is attached as Annex A to this Agreement;

"Services" means the public relations services the Consultancy shall perform for the Client and specified in a SOW or otherwise Approved;

"Term" means the period from the Commencement Date until the termination of this Agreement;

"Territory" means the territories where the Services will be provided as specified in a SOW or otherwise Approved;

"Third Party Materials" means press and publicity materials, photographs, films, software, sound recordings and all other materials created by a third party (excluding directors or employees of either the Consultancy, the Client or any Affiliate of either of them), regardless of whether such material is already in existence at the time this Agreement is entered into, that it is desired to be made use of for the purposes of the Client's public relations or is commissioned by the Consultancy for the Client's public relations during the Term;

"Working Day" means a day (other than a Saturday or a Sunday) on which the clearing banks in the City of London are open for business; and

"Year" means each period of twelve consecutive months during the Term beginning with the Commencement Date and its anniversaries.

1.2 In this Agreement Clause headings are purely for ease of reference and do not form part of or effect the interpretation of this Agreement. Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders and references to Clauses and Schedules are to clauses of and schedules to this Agreement.

1.3 References to any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder.

1.4 All other defined words and phrases shall have the meaning given to them when they first appear in that form.

2 APPOINTMENT AND TERM

2.1 The Client appoints the Consultancy to carry out and the Consultancy agrees to provide the Services for the Client in the Territory in accordance with the terms and conditions of this Agreement, including any SOW(s) prepared by the Consultancy and Approved by the Client in accordance with Clause 2.2.

2.2 Details of any specific Campaigns proposed by the Consultancy from time to time shall be set out in a SOW which once agreed between and signed by both parties, shall be incorporated into and form part of this Agreement. Each SOW shall set out details of the Services to be provided by the Consultancy in relation to the relevant Campaign.

2.3 This Agreement shall commence on the Commencement Date and shall continue unless terminated by either party in accordance with Clause 17.

3 RESPONSIBILITIES OF THE CONSULTANCY

3.1 The Consultancy shall be a competent and professional supplier of public relations services.

3.2 The Consultancy agrees with the Client:

3.2.1 to work diligently to protect and promote the interests of the Client at all times;

- 3.2.2 to act loyally and faithfully towards the Client in all matters;
 - 3.2.3 to advise the Client of all its key meetings, discussions and correspondence with representatives of the media concerning the Client; and
 - 3.2.4 to co-operate where appropriate with any advertising and/or marketing services agencies engaged by the Client during the Term.
- 3.3 Contact reports providing each party with a written record of all matters of substance discussed at meetings or in telephone conversations between the parties will be supplied by the Consultancy to the Client within five (5) Working Days following the meeting or conversation. If the subject matter of a contact report is not questioned by the Client within ten (10) Working Days of its receipt, then save in the case of manifest error, it will be taken to be an accurate record of the meeting or telephone conversation to which it refers.
- 3.4 The Consultancy may appoint sub-contractors to perform any of the Services with the Approval of the Client. The Consultancy acknowledges that such sub-contracting shall not release the Consultancy from any of its contractual obligations under this Agreement and the Consultancy shall remain fully responsible for the performance of such Services and the acts and omissions of the sub-contractors, as if such acts or omissions had been performed by the Consultancy itself.
- 3.5 The Consultancy shall use reasonable care and skill in the selection and appointment of suppliers and sub-contractors and the agreement of the terms and conditions of such appointment. Should the Client request, the Consultancy will obtain more than one quote for a particular supply and discuss these with the Client before placing an order. The Consultancy shall obtain the Client's Approval before commissioning services from any company (other than an Affiliate of the Consultancy) in which the Consultancy has a financial interest.

4 RESPONSIBILITIES OF THE CLIENT

- 4.1 The Client undertakes promptly to provide the Consultancy with all information, assistance and materials that the Consultancy reasonably requests from time to time to facilitate the proper and timely performance of the Services ("Client Materials") and shall provide the Consultancy with a non-exclusive, royalty free and world-wide licence (with a right to sublicense to sub-contractors where approval has been given under clause 3.4) to use the Client Materials and, any Third Party Materials assigned or licensed to the Client pursuant to clause 13.2, save that where the Third Party Materials are licensed to the Client such use by the Consultancy and the sub-contractors shall be only as permitted in such licence from such third party, for the purpose of this Campaign. In particular (but without limitation and without prejudice to the obligation on the Consultancy to fully provide the Services) the Client shall use reasonable commercial endeavours to:
- 4.1.1 notify the Consultancy of any inquiries related to the Campaign(s) from any of the media;
 - 4.1.2 advise the Consultancy well in advance of any major events in the Client's business such as the launch of a new product or service and/or the opening of any new premises, in each case relating to the Campaign; and
 - 4.1.3 to permit the Consultancy (by its representative(s)) to attend meetings, when reasonably necessary, with any advertising and/or marketing services agencies and other advisers engaged by the Client.
- 4.2 The Client warrants that:
- 4.2.1 To the best of its knowledge and belief, all information provided by it to the Consultancy shall be accurate and complete and not in any way contrary to English law; and
 - 4.2.2 Where the Client provides Client Materials or Third Party Materials for use in any Campaign, the Consultancy may use such information, and any photography, artwork, literature or other materials without recourse to any third party save that in respect of any Third Party Materials licensed by the Client. However, the Consultancy acknowledges that the Client shall not be liable under this Clause 4.2.2 for any breach of warranty caused by the use of Third Party Materials licensed by the Client otherwise than in accordance with the relevant licence terms applying to such materials and notified in advance by the Client to the Consultancy.

- 4.3 The Client agrees not to discuss the Campaign(s) to any reasonably significant extent with any representative of the media

5 FEES

- 5.1 The Consultancy's Fees for the Services shall be set out in the Schedule to the Letter of Appointment and the fees for any subsequent Campaign shall be set out in the relevant SOW.

- 5.2 If it is agreed that work shall be undertaken outside the Territory, or that the Consultancy shall provide services that are outside the scope of the Services, or that the scope of an agreed Campaign shall be extended, the Consultancy reserves the right to charge a further fee for any such additional work. Any such additional fee shall be subject to the Client's prior written Approval.

6 OPERATING EXPENSES AND PROGRAMME COSTS

- 6.1 In addition to the Fees, the Consultancy shall charge the Client for the items set out in Clauses 6.3, 6.4 and 6.5 below, providing such expenses are properly evidenced and (i) set out in the SOW or (ii) are reasonably incurred and approved in accordance with Clause 6.2.
- 6.2 For expenses to which Clause 6.1(ii) applies, such sums and Expenses shall be subject to the Client's prior Approval where they are individually more than USD 150 or in aggregate more than USD 10,000 in any calendar month. The Client shall not unreasonably withhold its approval under this Clause 6.2.
- 6.3 **House/Office Costs:** General costs including postage and packaging, telephone calls and faxes, general stationery and photocopying, general subscriptions, newspapers and storage ("House/Office Costs") reasonably incurred by the Consultancy in the performance of the Services, other than Expenses and Programme Costs (as defined in this Agreement), shall be charged to the Client on a monthly basis at a rate set out in the Letter of Appointment.
- 6.4 **Expenses:** Other expenses including couriers, media monitoring, specialist subscriptions, travel, accommodation and subsistence (in accordance with the Client's travel policy, if any) ("Expenses") incurred specifically in the performance of the Services, other than House/Office Costs and Programme Costs (as defined in this Agreement) shall be charged to the Client at cost.
- 6.5 **Programme Costs:** Costs for goods and services bought from third party suppliers on behalf of the Client, (other than House/Office Costs and Expenses) including Third Party Materials, photography, reproduction, artwork, design, printing, advertising, market research, exhibition and display materials, press distribution and major mailings, artist/celebrity fees, evaluation, venues and any other third party costs Approved by the Client in advance ("Programme Costs") shall be charged to the Client at cost. Any claims or refunds of Programme Costs agreed by the parties shall be paid to the Client in full.

7 PAYMENT TERMS

- 7.1 Fees, Operating Expenses and Programme Costs shall be invoiced monthly in arrears, unless otherwise stated in the Letter of Appointment or the relevant SOW, if any.
- 7.2 Subject to Clause 7.3, all invoices properly rendered by the Consultancy shall be due and payable within 30 days of receipt by the Client.
- 7.3 All sums referred to in this Agreement shall be payable in full without deduction, withholding or set-off and are exclusive of VAT and any other duty or tax which shall (if and to the extent applicable) be payable by the Client save that the Client may withhold that part of sums due under any invoice which are the subject of a bona fide dispute.
- 7.4 The Client shall be liable to pay interest on any overdue amount not withheld pursuant to clause 7.3 at an annual rate of 0.5% per annum above the base rate of JP Morgan Bank from time to time, which interest shall accrue on a daily basis from the date payment becomes due until the date that the Consultancy has received payment of the overdue amount together with all accrued interest.

8 APPROVALS AND AUTHORITY

- 8.1 After obtaining Approval of Campaign plans, the Consultancy shall submit to the Client for specific approval:
- 8.1.1 draft press releases, articles, photographs and captions; and
- 8.1.2 copy, layouts, artwork and/or scripts; and
- 8.1.3 estimates of the cost of the various items of the Campaign.

Approval of estimates provided by suppliers shall be the Client's authorisation for the Consultancy to enter into contracts with such suppliers on the basis of such estimates but does not diminish or extinguish the Consultancy's responsibility or liability therefor.

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8.3 The Consultancy shall take all reasonable steps to comply with any requests from the Client to amend or halt any plans or to cancel any schedules or work in progress, insofar as this is possible within the scope of its contractual obligations to its suppliers. Any amendments or cancellation shall be implemented by the Consultancy provided that the Client shall be responsible for any costs or expenses incurred or to which the Consultancy is irrevocably committed prior to, or as a result of, the cancellation or amendment. The Client shall also pay the Consultancy's Fees in relation to all Services provided up to cancellation or amendment and all amounts, as well as any irrevocable or un-refundable charges imposed on the Consultancy by third parties or expenses incurred by the Consultancy in each case arising from the cancellation or amendment. The Client shall not be responsible for such fees if the amendment or halting of schedules or work in progress was caused by the act or omission of the Consultancy or subcontractors.

8.4 The Client will promptly notify the Consultancy if the Client considers that any statement made in any document submitted by the Consultancy to the Client for Approval is incorrect or misleading in any way or is likely to give rise to any claim or action against the Consultancy, whether for defamation or otherwise.

8.5 The Client shall indemnify and keep indemnified the Consultancy from and against any and all proceedings, claims, losses, costs, expenses (including legal costs and expenses) and liabilities which the Consultancy may incur or sustain arising from any third party claim that the use of any Client Material or Third Party Material provided by the Client in any press releases, publications or other material prepared for the Client by the Consultancy and Approved prior to publication or transmission infringes the Intellectual Property Rights of a third party, save that in respect of any Third Party Material licensed by the Client from a third party where the relevant licence terms obtained by the Client from the third party (including the terms of any indemnity) have been made available to the Consultancy in advance of the Consultancy's use of such Third Party Material, such indemnity shall be limited to the indemnity the Client receives from such third party and is able to provide to the Consultancy.

8.6 The Consultancy shall indemnify and keep indemnified the Client from and against any and all proceedings, claims, damages, losses, costs, expenses (including legal costs and expenses) and liabilities which the Client may incur or sustain arising from any third party claim that the use in accordance with this Agreement or any Third Party Material licensed by the Consultancy or any Consultancy Materials infringes the Intellectual Property Rights of a third party, save that in respect of any Third Party Material licensed by the Consultancy from a third party, such indemnity shall be limited to the indemnity the Consultancy receives from such third party and is able to provide to the Client.

9 USE OF WORK

9.1 Subject to Clause 9.2, work carried out as part of the Services (i) shall not be used by the Client for any purpose other than that for which it was commissioned and (ii) may not be used unless Approved. Draft or incomplete work shall not be used or published as finished work without the Consultancy's prior written approval.

9.2 Client may use any work carried out as part of the Services for a purpose other than that for which it was commissioned provided that:

9.2.1 the Consultancy shall have no liability to the Client (including without limitation as a result of the use of Third Party Material) in respect of such use; and

9.2.2 the Client shall keep the Consultancy full indemnified against any costs, claims, proceedings or demands from a third party arising as a result of such use.

10 MODIFICATIONS

10.1 Subject to Clause 10.2, no modifications or alterations to any work created for the Client may be made without the Consultancy's prior written consent, which shall not be unreasonably withheld, delayed or subject to any further condition and any agreed modifications or alterations shall only be carried out by the Consultancy or under its supervision and shall be paid for at a rate agreed between the parties in writing in advance. Reprints obtained by the Client shall not differ in any way from the originals supplied without the Consultancy's prior written consent.

10.2 Client may modify or alter work carried out as part of the Services provided that:

10.2.1 the Consultancy shall have no liability to the Client (including without limitation as a result of the use of Third Party

10.2.2 the Client shall keep the Consultancy full indemnified against any costs, claims, proceedings or demands from a third party arising as a result of such use.

11 RELATIONSHIP EVALUATION

- 11.1 The parties will conduct a full two-way evaluation and review of their relationship at such intervals as agreed between the parties. Any resulting changes agreed to the Services, the remuneration or any other aspect of this Agreement shall be agreed in writing, failing which the arrangements in place at the time of the evaluation, including (without limitation) those concerning the Consultancy's remuneration, will continue to apply.

12 AUDIT

- 12.1 The Consultancy shall maintain Records in respect of all expenditure that is reimbursable by the Client under this Agreement.
- 12.2 The Consultancy will allow the Client, through the means of its own personnel or by an Independent Auditor, access to all the Records during the Term and for twelve (12) months afterwards. Any such access for the purposes of auditing or otherwise inspecting the Records shall be on not less than fourteen (14) days' written notice at any time during normal business hours provided that, in the absence of exceptional circumstances, the Consultancy shall not be obliged to allow such access or inspection more than once during any twelve (12) month period.
- 12.3 The Client and the Consultancy shall meet together with the Independent Auditor not less than three (3) Working Days prior to the start of any audit and agree the scope of that audit in writing. Should any audit or inspection of the Records by the Client reveal that the Client has been overcharged, the Consultancy shall reimburse to the Client the amount of the overcharge within fourteen (14) days.
- 12.4 Once the Records for any period have been inspected by the Client in accordance with this Agreement, the Client shall not inspect the Records for that period again unless there are reasonable grounds to suspect fraudulent activity has occurred. For the avoidance of doubt, this right of audit shall not extend to payroll and personnel records, or records relating to any of the Consultancy's other clients.
- 12.5 The Consultancy will afford to the Client all reasonable assistance in the carrying out of such audit. The Client and its auditor will ensure that any information obtained in the course of the audit concerning the Consultancy's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.

13 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 13.1 It is the intention of the parties that the Client should own the Intellectual Property Rights in any and all Consultancy Materials and in any SOW and shall own or have sufficient Intellectual Property Rights in the Third Party Materials to be able to modify, adapt, translate and re-use the Third Party Materials, in whole or in part, in any the Territories and via the Internet without restriction, in each case without any further payment or royalty. The Consultancy shall assign by way of a present and future assignment with full title guarantee all Intellectual Property Rights in the Consultancy Materials (whether or not Approved or yet developed) and in any SOW. The Consultancy shall also waive and procure the waiver of any Moral Rights it, its sub-contractors and each of their employees and subcontractors may have in the Consultancy Materials and any SOW.
- 13.2 The Consultancy shall inform the Client as soon as possible if it intends to incorporate any Third Party Material in the Campaign(s). The Consultancy will use its reasonable endeavours to obtain an unconditional written assignment with full title guarantee to the Client of all Intellectual Property Rights in any such Third Party Materials at pre-agreed cost to the Client. The Consultancy shall notify the Client in writing if no such assignment of the Rights in such Third Party Materials can be obtained on reasonable terms. The Client shall then decide whether it still wishes the relevant Third Party Materials to be used in the Campaign(s), and if so, the Consultancy shall assist the Client in obtaining from the owner of such rights a licence of those usage rights as the Consultancy reasonably believes will be required at the time of such negotiations or, if agreed by the Consultancy, the Consultancy shall enter into such a licence. The Client shall sub-licence any Third Party Materials that it licences under this Clause 13.2 to the Consultancy for the purposes of the Campaign.
- 13.3 Unless otherwise agreed, the Consultancy shall ensure that all Moral Rights in the Third Party Material are waived, but if this is not possible, the Consultancy will discuss this with the Client in advance of concluding the relevant commissioning contract and its obligation shall be to proceed as agreed.
- 13.4 The Client grants the Consultancy a revocable, limited, nonexclusive license to use any of the Consultancy Materials for the purposes of internal training or, with the Client's prior consent (such consent not to be unreasonably withheld or delayed), in the

14 CONFIDENTIAL INFORMATION

- 14.1 The parties acknowledge a duty not to disclose during or after the Term, without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or

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resulting from studies or surveys commissioned and paid for by the Client (whether or not marked 'Confidential'), except where such disclosure is to an Affiliate, sub-contractor, employee or representative and that such party is bound by terms equivalent to this Section 14. The parties also acknowledge that the terms and conditions of this Agreement including (without limitation) those relating to the Consultancy's remuneration are confidential information and cannot be disclosed without the prior written approval of the other party, except to an Independent Auditor pursuant to an audit in accordance with Clause 12 of this Agreement. The parties also acknowledge that Consultancy Materials (whether or not Approved) are not Confidential Information belonging to the Consultant.

14.2 During and after the Term, the Consultancy acknowledges its responsibility to treat with complete confidence all the marketing and sales information and statistics relating to the Client's business with which the Client may supply the Consultancy in the course of any work for the Client.

14.3 In this Clause 14 "Information" shall be used to describe the categories of information referred to in sub-Clauses 14.1 and 14.2.

14.4 The Consultancy shall, where so requested by the Client, impose obligations in terms equivalent to those in sub-Clauses 14.1 and 14.2 on its own personnel and obtain written assurances from any third parties to whom information has to be disclosed in order to enable the Consultancy to carry out its obligations under this Agreement.

14.5 For the avoidance of doubt, the restrictions in this Clause 14 shall not prevent:

14.5.1 the disclosure or use of Information in the proper performance of the Consultancy's duties;

14.5.2 the Client's use of the Consultancy Materials;

14.5.3 the disclosure of Information if required by law;

14.5.4 the disclosure of Information which has come into the public domain otherwise than through unauthorised disclosure; or

14.5.5 the Client's use or disclosure of the Third Party Materials in accordance with the relevant licence terms.

14.6 The Client acknowledges that nothing in this Agreement shall affect the Consultancy's right to use as it sees fit any general intelligence gained by the Consultancy in the course of its appointment.

14.7 Following consultation with the Client, the Consultancy may advertise or publicly announce that it is undertaking work for the Client pursuant to this Agreement, subject to obtaining the Client's prior approval, such approval not to be unreasonably withheld or delayed.

15 LIABILITY

15.1 Without limiting the provisions of clause 8.6, The Consultancy warrants that to the best of its knowledge and belief the publication of the Consultancy Materials shall not infringe the Intellectual Property Rights of any third party or be in any other way contrary to any applicable laws or regulations other than as contained in any legal or other advice provided to the Consultancy and communicated to the Client.

15.2 The Consultancy warrants that its personnel working on the Services are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to perform the Services.

15.3 Nothing in this Agreement shall exclude or in any way limit the Consultancy's liability for fraud or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this:

15.3.1 the Consultancy shall not be liable for: (i) any loss or damage suffered by the Client arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Client or arising from any cause beyond the Consultancy's reasonable control; or (ii) any misrepresentation or error made by the Client which directly affects the Consultancy Materials or the Third Party Materials Approved by the Client.

special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence) breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known; and

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- 15.3.3 save as provided in clause 8.5, the Consultancy's maximum aggregate liability to the Client under or in connection with this Agreement whether such claim arises in contract or in tort (including negligence), or otherwise shall in no circumstances exceed the greater of three times the fees paid or payable to the Consultancy in the preceding year and \$1,000,000.
- 15.4 This Agreement states the full extent of the Consultancy's obligations and liabilities in respect of the Consultancy Materials, Third Party Material and the performance of the Services. The parties agree that any condition, warranty, representation or other term concerning the Consultancy Materials, Third Party Material and/or the performance of the Services which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.
- 15.5 Client's Property: The Consultancy shall take reasonable care of any property belonging to the Client and made available to the Consultancy for the purpose of this Agreement and shall mark or otherwise identify the property as being the property of the Client. Subject to the foregoing, such property shall be at all times at the sole and entire risk of the Client, and the Consultancy shall not be subject to any other liability for it other than as a result of the Consultancy's negligence.
- 15.6 Both parties shall be under a duty to mitigate their losses.
- 16 EMPLOYMENT RESTRICTION
- 16.1 During the Term and for six (6) months after termination of this Agreement, neither party shall, without the written consent of the other, solicit or entice (either directly or indirectly) or attempt to solicit or entice (or authorise the taking of such action by any other person) any person who is employed by the other or has been employed by the other during the preceding six (6) months, and who has been involved with the Services under this Agreement, to terminate their employment with the other party.
- 16.2 Clause 16.1 above shall not apply where such solicitation or enticement was the result of no-name recruitment advertisements.
- 17 TERMINATION
- 17.1 This Agreement shall terminate on completion of the Services.
- 17.2 The Client may terminate this Agreement by service of notice thirty (30) days in advance.
- 17.3 The Consultancy may terminate the Agreement by service of notice ninety (90) days in advance. The parties shall (acting reasonably) agree within 7 days of such notice the current work that should reasonably be completed before transfer to a replacement provider. Notice shall not be effective until the later of the end of such ninety (90) day period and completion of the work agreed under Clause 17.3. In the event of termination under this Clause 17.3 the Consultancy shall provide all reasonable assistance to the Client to enable the remaining Services to be transferred to an alternative provider. Such assistance shall be provided at no cost.
- 17.4 If payment is not made by the Client to the Consultancy in accordance with Clause 7 above and the Client shall not have remedied the breach within thirty (30) days of written notice to do so, the Consultancy shall have the right to terminate this Agreement immediately by service of notice in writing.
- 17.5 In addition to the Consultancy's rights under Clause 17.4, either party may terminate this Agreement forthwith upon written notice to the other in the event of:
- 17.5.1 any material breach of this Agreement by the other party, which breach is not remedied (if capable of remedy) within thirty (30) days after the service of a written notice specifying the nature of the breach and the steps required for its remedy; and/or
- 17.5.2 the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of debt; or ceases or threatens to cease to carry on business.
- 17.6 The termination of this Agreement shall be without prejudice to the accrued rights of either party in respect of any prior breach and Programme Costs due in respect of Services performed up to the effective date of termination.
- 17.7 Upon the termination or expiration of this Agreement, at no additional cost to the Client, the Consultancy shall (and shall ensure that its Affiliates, any other relevant agents or sub-contractors shall) promptly deliver to the Client (or a nominee of the Client)

all Consultancy Materials (whether Approved or otherwise) which are in its possession or control any all Confidential information of the Client.

- 17.8 Upon the termination or expiration of the Agreement, all materials related to the Campaign will be deemed Accepted by the Client for the purposes of Clause 13.

18 FORCE MAJEURE

- 18.1 Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (hereinafter, an "Event of Force Majeure") provided the same arises without the fault or negligence of such party. Each party shall use its reasonable endeavours to minimise the effects of any Event of Force Majeure.

- 18.2 Immediately upon becoming aware of any Event of Force Majeure, the affected party shall notify the other party of the manner and extent to which its obligations are likely to be prevented or delayed and the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the Event of Force Majeure.

- 18.3 If any Event of Force majeure continues for a period of or exceeding two months, either party may terminate this Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.

19 COMPLIANCE WITH THE DATA PROTECTION ACT AND OTHER LAWS

- 19.1 In performing its obligations under this Agreement, each party shall comply with the requirements of all legislation in force from time to time including, without limitation, the Data Protection Act 1998 and any legislation relation to data protection and privacy in any Territory.

- 19.2 Without prejudice to any other indemnity under this Agreement, the Client hereby agrees to indemnify the Consultancy (including its directors, officers and employees) against all losses, damages, liabilities and expenses (including legal expenses) which the Consultancy may incur or sustain directly or indirectly as a result of any claims, demands, civil or criminal proceedings or disciplinary action brought against the Consultancy by the Financial Services Authority or any other person or organisation which arise as a result of or in connection with any of the Financial Information, any publication, transmission or release of the Financial Information or any breach by the Client of the terms set out in this Clause 19.

20 SURVIVAL

- 20.1 The following Clauses shall survive the end of the Term:

Clause 13	Copyright and other Intellectual Property Rights
Clause 14	Confidential Information
Clause 15	Liability
Clause 16	Employment Restriction
Clause 19	Compliance
Clause 21	Notices
Clause 22	Dispute Resolution
Clause 23	General

21 NOTICES

- 21.1 Any notice, invoice or other communication which either party is required or permitted by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at its specified address at Clause 1 (or such other address as is notified to the other party in writing) as follows:

21.1.1 by hand;

21.1.2 by registered or first class post or recorded delivery; or

21.1.3 by fax or email, provided in either case a receipt of successful delivery or transmission is received.

posting. Notices sent by fax shall be deemed to be served on the day of transmission if transmitted before 4.00 p.m. on a Working Day, but otherwise on the next following Working Day. In all other cases, notices are deemed to be served on the day when they are actually received.

22 DISPUTE RESOLUTION

- 22.1 Subject to Clause 22.3, if any claim or dispute arises under or in connection with this Agreement, the parties shall attempt to settle such claim or dispute by negotiation prior to commencing legal proceedings.
- 22.2 If any claim or dispute cannot be settled by negotiation, within twenty one (21) days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the parties may attempt to resolve the claim or dispute, if appropriate, in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the parties have not settled any claim or dispute by mediation within forty two (42) days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts in accordance with Clause 23.7
- 22.3 Nothing in this Agreement shall restrict or exclude the right of either party to seek injunctive relief against the other party or to resolve any dispute in accordance with Clause 23.7 without prior negotiation or mediation.

23 GENERAL

- 23.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 23.2 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 23.3 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 23.4 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorised officer.
- 23.5 Neither party shall assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed. Notwithstanding the above, each party may assign all or any part of this Agreement to any of its Affiliates at any time without the consent of the other party.
- 23.6 This Agreement and the documents referred to in it (the "Contractual Documentation") constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement, whether oral or in writing. The parties agree that neither of them have been induced to enter into any Contractual Documentation in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Agreement. The only remedy available to the parties in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.
- 23.7 This Agreement shall be governed by and construed in accordance with the law of England and Wales and each party hereby irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

Signed on behalf of
100 Lives Limited

Print name: *Kashan Kishan*

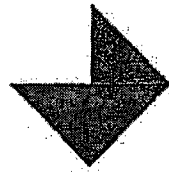
Job title: *Director*

Signed on behalf of
Daniel J. Edelman, Inc.

Robert Rehg
Robert Rehg

Regional President, DC Date:

Date:



Scope of Work

100 Lives

Scope of Work No. 1

September 1, 2014 – August 31, 2015

DESCRIPTION OF PROFESSIONAL SERVICES

Consultancy will perform public relations and stakeholder engagement activities in the United States to promote, position, launch and manage the 100 LIVES Project, including strategic counsel, media relations, digital elements, partner engagement and event management.

Budget

Total Fees	Summary Total	Monthly Total
Staffing Budget	USD 651,971.25	USD 54,330.94
	after allowing 15% budget discount	

Expense Billing. Consultancy shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis.